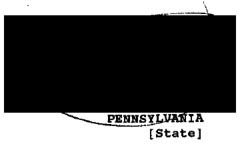
# **EXHIBIT "A"**

### NOTE





2635 BLYTHEBURN ROAD RD, MOUNTAIN TOP, PA 18707 [Property Address]

### BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$140,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is ABN AMRO MORTGAGE GROUP, INC., A DELAWARE CORPORATION.

I will make all payments under this Note in the form of cash, check or money order.

I we derstand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled Live payments under this Note is called the "Note Holder."

#### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the day of each month beginning on MARCH 1, 2002. 1st

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before I still owe amounts under this Note, I will pay those amounts in full on that Principal. If, on FEBRUARY 1, 2032, date, which is called the "Maturity Date."

I will make my monthly payments at

4242 N. HARLEM AVE.

NORRIDGE, IL 60706

ATTN: CASHIERING

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S.

\$919.70.

### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

#### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

### BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

Ciaseosia Zapknonii 741MakGreaDoga Abriz paynikada Aktatis Einteradi 03/14/24109:20:03 Desc

(C) Notice of Default Exhibit

Page 2 of 55

### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

### 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

(Seal)

PAY TO THE ORDER OF

WITHOUT RECOURSE

AMPO MORTGAGE GROUP, INC.

**EXHIBIT "B"** 

FAGE = 91.75

Total Pages: 16

LUZERNE COUNTY \$37.00
RECORDING FEE
PA URIT TAX \$0.50
LUZERNE COUNTY \$1.00
ARCHIVES FEE
LUZERNE RECORDER'S \$1.00
ARCHIVES FEE
TOTAL \$39.50

RECORDED ON

II 1 2002

L=13 19 PM

DOK=REC/3002

PAGE=9175

Total Pages: 16

RECORDER OF DEED LUZERNE COUNTY FENNSYLVANIA

When recorded mail to: ABN AMRO MORTGAGE GROUP, INC. P.O. BOX 5064 TROY, MICHAGAN 48084

ATTN:FINAL/TRAILING DOCUMENTS

Community Abstract & Settlement, LLC 3008 Hamilton East, Suite 2 Stroudsburg, PA 18360



I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of Luzerne County, Pennsylvania

Mary K. Dysleski MARY K. DYSLESKI RECORDER OF DEEDS

Space Above This Line For Recording Data] -

### MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JANUARY 4, 2002, together with all Riders to this document.

(B) "Borrower" is DAVID SATTOF AND SANDRA D. SATTOF, HUSBAND AND WIFE.

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is ABN AMRO MORTGAGE GROUP, INC.

Lender is a CORPORATION of DELAWARE.
BEAVER RD., TROY, MICHIGAN 48084.

organized and existing under the laws Lender's address is 2600 W. BIG

Lender is the mortgagee under this Security Instrument.

Initials: D

PAUDEED

PAUDEDL 0109

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Case 5:23-bk-00774-MJC

Doc 35-2 F

Filed 03/14/24 Entered 03/14/24 09:20:03

Desc

(D) "Note" means the promissory note signed by Borrower and dated JANUARY 4, 2002.  The Note states that Borrower owes Lender ************************************
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.  (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:  Adjustable Rate Rider Condominium Rider Second Home Rider Balloon Rider Planned Unit Development Rider Other(s) [specify]  1-4 Family Rider Biweekly Payment Rider
(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.  (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument,
"RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
Initials. DS SDS

PENNSYLVANIA--Single Family--Fannie Mae/Freddie Mae UNIFORM INSTRUMENT Form 3039 1/01 Page 2 of 15

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the COUNTY [Type of Recording Jurisdiction] of

LUZERNE

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of 2635 BLYTHEBURN ROAD RD, MOUNTAIN TOP,

[Street] [City]

Pennsylvania 18707

("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Initials:

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PAUDEDL

REC 800k 3002 Page 9177

Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event Initials: Osc.

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of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Initials: (5)

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Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole

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obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has Initials:

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abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to:
(a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a nonrefundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed, Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These

Initials: DS 505

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agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or Might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance. To have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of atotal taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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Initials: <u>OS, SDS</u>

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If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

- 15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- 16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower Initials: DS SDS

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must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances:

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Initials: 03,525

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gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threatof release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 22. Acceleration; Remedies. Lendershall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.
- 23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waivers. Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws

  Initials:

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providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

- 25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.
- **26.** Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.
- 27. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Dan Sotts (Seal)

Sampa D Sammon (Seal

REC Book 3002 Pass 9188

PENNSYLVANIA.-Single Family--Famile Mac/Freddie Mae UNIFORM INSTRUMENT Form 3039 1/01 Page 14 of 15

Certificate of Residence I,	Sharon Lauscher	
do hereby certify that the con	rrect address of the within named Mortgagee is 2600 W. B.	IG BEAVER
RD., TROY, MICHIGAN		
	-du Outre of the second	
Witness my hand this _	4th day of Howally 2002	_
	"Tharmlaux	when
		gent of Mortgagee
Commonwealth of PEN	ńsalnauta	
County of:	MO	
On this the		aron
Kreuscher	, the undersigned officer, person	nally appeared
DAVID SATTOF AND SA		
	isfactorily proven) to be the person whose	
	scribed to the within instrument and acknow	
	cuted the same for the purposes therein co	
In witness where	eof I hereunto set my handand official sea	al.
My commission expire	es:	scher
	6	
	Notary Rub	UC'
	Title-of_Officer	
	Steron Rescher, Notary Public William Raucher, Notary Public	
	Wiless-Same, Luzems County	
	Commission Expires Dec. 23, 2002	000
	My Commission Expires Dec. 23, 2002 Usinber, Pennsylvania Acceptation of Counts  Fannic Mae/Freddie Mac UNIFORM INSTRUMENT	1s: <u>M2/ 3//5</u>
Form 3039 1/01	Page 15 of 15	PAUDEDL

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# EXHIBIT A LEGAL DESCRIPTION

All that certain piece or parcel of land situated in the Township of Rice, County of Luzerne, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

Beginning at a corner in the westerly line of Lake Road, said corner being the northeast corner of lands now or late of Joseph E. Gibbon, et us;

Thence along the northerly line of lands now or late of Joseph E. Gibbon, et ux, and through lands now or late of Frank J. Bavitz, et us, South 75 degrees 10 minutes West, four hundred (400) feet to a corner in the easterly lime of a proposed Street known as Myrtle Road;

Thence along said last mentioned line, North 14 degrees 50 minutes West, one hundred fifty (150) feet to a corner in the southerly line of a proposed fifty (50) foot street;

Thence along the southerly line of aforesaid (50 foot Stret, North 75 degrees 19 minutes East, four hundred (400) feet to a corner in the aforementioned westerly line of Lake Road;

Thence along the westerly line of Lake Road, South 14 degrees 50 minutes East, one hundred fifty (150) feet to the place of Beginning.

Containing 1.38 acres, more or less.

Being the same premises conveyed by David Sattof, a one-half (1/2) interest and Sandra D. Norton, now by marriage, Sandra D. Sattof, a one half (1/2) interest dated April 9, 1999 and recorded April 4, 1999 in Luzerne County Deed Book 2675, Page 201 and conveyed unto David Sattof and Sandra D. Sattof, Husband and Wife.

Parcel ID #:

MUNICIPALITY Rui Typ

PIN MAT M852 BLOCK 1 LOT 5C

TRANSFER DIVISION Mapping Clerk

REC 800k 3002 Pase 9190

## RECORDERS OFFICE LUZERNE COUNTY, PA

	AD		
CHARGES -			
11 MORTGAGE	\$39.5		
strument Number - 5414867 corded on - Jan 11 2052 1:13:19 PM ck/Page: REC/3002/9175 tal Pages: 15 chicipality - RICE TOWNSHIP ctgagor - SATTOF, DAVID ctgagee - ABN AHRO MORTGAGE GROUP, INC. nsideration - \$140,000.00 e Detail: PAGES RECORDING FEE	\$37.00		
PA WRIT TAX	\$0.50		
ARCHIVES FEE-COUNTY ARCHIVES FEE-RECORDEN	\$1.00 \$1.00		
mment - 2635 BLYTHEBURN ROAD	42.00		
TAL CHARGES	\$39.5		
PAYMENTS			
ECK: 81055	\$39.5		
TAL PAYMENTS	\$39.51		
OUNT DUE VYMENT ON INVOICE ALANCE DUE	\$39.50 (\$39.50 \$0.00		
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THANK YOU MARY K. DYSLESKI			
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# **EXHIBIT "C"**

### Loan Number

### LOAN MODIFICATION AGREEMENT

Borrower ("I")1: DAVID SATTOF and SANDRA D SATTOF Lender ("Lender"): JPMORGAN CHASE BANK, N.A.

Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): JANUARY 04, 2002

Loan Number: ("Loan")

Property Address: 2635 BLYTHEBURN RD, MOUNTAIN TOP, PENNSYLVANIA 18707 ("Property")

If my representations in Section 1 continue to be true in all material respects, then the provisions of Section 2 of this Loan Modification Agreement ("Agreement") will, as set forth in Section 2, amend and supplement (i) the Mortgage on the Property, and (ii) the Note secured by the Mortgage. The Mortgage and Note together, as may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement have the meaning given to them in the Loan Documents.

I have provided confirmation of my financial hardship and documents to permit verification of all of my income to determine whether I qualify for the offer described in this Agreement. This Agreement will not take effect unless and until the Lender signs it.

- 1. My Representations. I represent to the Lender and agree:
  - A. I am experiencing a financial hardship and, as a result, am either in default under the Loan Documents or a default is imminent.
  - B. The Property is neither in a state of disrepair, nor condemned.
  - C. There has been no change in the ownership of the Property since I signed the Loan Documents.
  - D. I am not a party to any litigation involving the Loan Documents, except to the extent I may be a defendant in a foreclosure action.
  - E. I have provided documentation for all income that I earn.
  - F. All documents and information I provide pursuant to this Agreement are true and correct.
- 2. The Modification. The Loan Documents are hereby modified as of MAY 01, 2016 ("Modification Effective Date"), and all unpaid late charges are waived. The Lender agrees to suspend any foreclosure activities so long as I comply with the terms of the Loan Documents, as modified by this Agreement. The Loan Documents will be modified, and the first modified payment will be due on the date set forth in this Section 2:
  - The Maturity Date will be: APRIL 01, 2056.
  - B. The modified principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) and may include amounts toward taxes, insurance, or other assessments. The new principal balance of my Note is \$152,220.81 ("New Principal Balance").
  - C. The Interest Bearing Principal Balance will re-amortize over 480 months.

LOAN MODIFICATION AGREEMENT - ver. 03\_24\_2016\_11\_01\_47

(page 1 of 6 pages)

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa, where appropriate.

Interest will begin to accrue as of APRIL 01, 2016. The first new monthly payment on the New Principal Balance will be due on MAY 01, 2016, and monthly on the same date thereafter.

My payment schedule for the modified Loan is as follows:

Interest will accrue on the New Principal Balance at the rate of **4.625**% annually. The monthly payment amount for principal and interest will be \$696.61, which is an amount sufficient to amortize the New Principal Balance over a period of **480** months.

The above terms in this Section 2.C shall supersede any provisions to the contrary in the Loan Documents, including, but not limited to, provisions for an adjustable or step interest rate.

- D. (i) The New Principal Balance, and (ii) any other amounts still due under the Loan Documents, will be paid by the earliest of the date I sell or transfer an interest in the Property, subject to Section 3.E below, the date I pay the entire New Principal Balance, or the Maturity Date.
- E. I will be in default if (i) monthly payments are not made in full on the date they are due, or (ii) comply with the terms of the Loan Documents, as modified by this Agreement. If a default rate of interest is permitted under the current Loan Documents, then in the event of default, the interest that will be due on the New Principal Balance will be the rate set forth in Section 2.C.

### 3. Additional Agreements. I agree to the following:

- A. That this Agreement shall supersede the terms of any modification, forbearance, or workout plan, if any, that I previously entered into with the Lender.
- B. To comply, except to the extent that they are modified by this Agreement, or by the U.S. Bankruptcy Code, with all covenants, agreements, and requirements of the Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, impounds, and all other payments, the amount of which may change periodically over the term of my Loan. This Agreement does not waive future escrow requirements. If the Loan includes collection for tax and insurance premiums, this collection will continue for the life of the Loan.
- C. That the Loan Documents are composed of valid, binding agreements, enforceable in accordance with their terms.
- D. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, or by the U.S. Bankruptcy Code, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, or by the U.S. Bankruptcy Code, the Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.

LOAN MODIFICATION AGREEMENT - ver. 03\_24\_2016\_11\_01\_47



- E. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, the Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If the Lender exercises this option, the Lender shall give me notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which all sums secured by the Mortgage will come due. If payment of these sums is not made prior to the expiration of this period, the Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- F. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. In any event, this Agreement may not be assigned to, or assumed by, a buyer of the Property.
- G. If any document is lost, misplaced, misstated, or inaccurately reflects the true and correct terms and conditions of the Loan Documents as amended by this Agreement, within ten (10) days after my receipt of the Lender's request, I will execute, acknowledge, initial, and deliver to the Lender any documentation the Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If I fail to do so, I will be liable for any and all loss or damage which the Lender reasonably sustains as a result of my failure.
- H. All payment amounts specified in this Agreement assume that payments will be made as scheduled.
- I. That, if Borrower is in bankruptcy upon execution of this document, Borrower will cooperate fully with Lender in obtaining any required Bankruptcy Court and trustee approvals in accordance with local court rules and procedures. Borrower understands that if such approvals are not received, then the terms of this Agreement will be null and void. If this Agreement becomes null and void, the terms of the original Loan Documents shall continue in full force and effect and such terms shall not be modified by this Agreement.
- J. If the Borrower(s) received a discharge in a Chapter 7 bankruptcy subsequent to the execution of the Loan Documents, the Lender agrees that such Borrower(s) will not have personal liability on the debt pursuant to this Agreement.
- K. That in agreeing to the changes to the original Loan Documents as reflected in this Agreement, the Lender has relied upon the truth and accuracy of all of the representations made by the Borrower(s), both in this Agreement and in any documentation provided by or on behalf of the Borrower(s) in connection with this Agreement. If the Lender subsequently determines that such representations or documentation were not truthful or accurate, the Lender may, at its option, rescind this Agreement and reinstate the original terms of the Loan Documents as if this Agreement never occurred.

LOAN MODIFICATION AGREEMENT - ver. 03\_24\_2016\_11\_01\_47

(page 3 of 6 pages)

Loan Number	
-------------	--

L. I acknowledge and agree that if the Lender executing this Agreement is not the current holder or owner of the Note and Mortgage, that such party is the authorized servicing agent for such holder or owner, or its successor in interest, and has full power and authority to bind itself and such holder and owner to the terms of this modification.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

LOAN MODIFICATION AGREEMENT - ver. 03\_24\_2016\_11\_01\_47

(page 4 of 6 pages)

Loan Number

### TO BE SIGNED BY BORROWER ONLY

BORROWER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, N.A. And DAVID SATTOF and SANDRA D SATTOF, LOAN NUMBER WITH A MODIFICATION EFFECTIVE DATE OF May 01, 2016

In Witness Whereof, the Borrower(s) have executed this agreement.

Date: 41816

Date: 4/8//6

LOAN MODIFICATION AGREEMENT - ver. 03\_24\_2016\_11\_01\_47

(page 5 of 6 pages)

Loan Number
-------------

### TO BE SIGNED BY LENDER ONLY

LENDER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, N.A. And DAVID SATTOF and SANDRA D SATTOF, LOAN NUMBER WITH A MODIFICATION EFFECTIVE DATE OF May 01, 2016

In Witness Whereof, the Lender has executed this Agreement.

Lender

JPMORGAN CHASE BANK, N.A.

Printed Name:

Todd Hale Vice President

Execution Date: 4-ZI-Zollo

LOAN MODIFICATION AGREEMENT - ver. 03\_24\_2016\_11\_01\_47

(page 6 of 6 pages)

**EXHIBIT "D"** 

PREPARED BY: SMI RECORDING REQUESTED BY AFTER RECORDING RETURN TO:

Stewart Mortgage Information Attn. Sherry Doza P.O. Box 540817 Houston, Texas 77254-0817 Tel. (800) 795-5263

ARCHIVES BOOK:REC/3002 Sep 19, 20 11:33:39 PAGE:228964 WRIT TAX NSTRUMENT NUMBER RECORDED otal Pages: 2002 ΔĦ

REC Book 3002 Page 228964

(Space Above this Line For Recorder's Use Only)

## ASSIGNMENT of MORTGAGE

### STATE OF PENNSYLVANIA

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUZERNE That ABN AMRO MORTGAGE GROUP, INC. ('Assignor'), acting herein by and through a duly authorized officer, the owner and holder of one certain promissory note executed by DAVID SATTOF AND SANDRA D. SATTOF ('Borrower(s)') secured by a Mortgage of even date therewith executed by Borrower(s) for the benefit of the holder of the said note, which was recorded on the lot(s), or parcel(s) of land described therein situated in the County of Luzerne, State of Pennsylvania:

Recording Ref: Recorded on 1/11/2002, Book REC/3002, Page No. 9175

Township: RICE

Original Beneficiary: ABN AMRO MORTGAGE GROUP, INC.

Property Address: 2635 BLYTHEBURN ROAD **MOUNTAIN TOP PA 18707** 

For and in consideration of the sum of Ten and No/100 dollars (\$10.00), and other good valuable and sufficient consideration paid, the receipt of which is hereby acknowledged, does hereby transfer and assign, set over and deliver unto MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for Washington Mutual Bank, FA (Assignee) all beneficial interest in and to title to said Mortgage, together with the note and all other liens against said property securing the payment thereof, and all title held by the undersigned in and to said land.

PIN#: PARCEL ID #: M852-BI-L5C

TO HAVE AND TO HOLD unto said Assignee said above described Mortgage and note, together with all and singular the liens, rights, equities, title and estate in said real estate therein described securing the payment thereof, or otherwise.

ABN AMRO MORTGAGE GROUP, INC. Effective the 16th day of July A.D. 2002 and executed this the 8th day of August A.D. 2002.

> SHERRY DOZA VICE PRESIDENT

THE STATE OF TEXAS

COUNTY OF HARRIS

On this the 8th day of August A.D. 2002, before me, a Notary Public, appeared SHERRY DOZA to me personally known, who being by me duly sworn, did say that (s)he is the VICE PRESIDENT of ABN AMRO MORTGAGE GROUP, INC., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said SHERRY DOZA acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

I DO CERTIFY THAT THE PRECISE RESIDENCE OF THE WITHIN ASSIGNEE IS:

Assignee's Address:

P.O. BOX 2026

FLINT, MICHIGAN 48501-2026

On behalf of Assignee

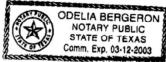
CERTIFIED PROPERTY IDENTIFICATION NUMBER

MUNICIPALITY

PIN MAP M852 BLOCK

Assignor's Address: 2600 WEST BIG BEAVER ROAD

TROY, M! 48007-3703





I heroby CERTIFY that this document is recorded in the Recorder of Deeds Office of uzerne County, Pennsylvania.

Mary K. Ozpleski MARY K. DYSLESKI RECORDER OF DEEDS



KNOW ALL MEN BY THESE PRESENTS that Mortgage Electronic Registration Systems Inc as a nominee for Washington Mutual Bank hereinafter Assignor the holder of the Mortgage hereinafter mentioned, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money unto it in hand paid by Washington Mutual Bank F.A., "Assignee" at the time of execution hercof, sell, assign, transfer and set over unto the said Assignee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, its successors and assigns, ALL THAT CERTAIN Indenture of Mortgage given and executed by David Sattof and Sandra D Sattof to ABN AMRO-Mortgage Group, bearing the date 01/04/02, in the amount of \$140,000.00, together with the Note and indebted ress therein mentioned, said Mortgage being recorded on 01/11/02 in the County of Luzerne, Commonwealth of Pennsylvania, in Mortgage Book 3002 Page 9175, which Mortgage was assigned to Mortgage Electronic Registration Systems Inc as a nominee for Washington Mutual Bank recorded 09/19/02 in book 3002 and page 228964.

Being Known as Premises: 2635 Blytheburn Rd, Mountain Top, PA 18707

Parcel No: 53-M8S2-001-0SC

Also the Bond or Obligation in the said Indenture of Mortgage recited, and all Moneys, Principal and Interest, due and to grow due thereon, with the Warrant of Attorney to the said Obligation annexed. Together with all Rights, Remedies and incidents thereunto belonging. And all its Right, Title, Interest, Property, Claim and Demand, in and to the same: TO HAVE, HOLD, RECEIVE AND TAKE, all and singular the hereditaments and premises hereby granted and assigned, or mentioned and intended so to be, with the appurtenances unto Assignee, its successors and assigns, to and for its only proper use, benefit and behoof forever; subject, nevertheless, to the equity of redemption of said Mortgagor in the

said Indenture of Mortgage named, and his/her/their heirs and assigns therein. IN WITNESS WHEREOF, the said Assignor has caused its Corporate Seal to be herein affixed and these presents to

be duly executed by its proper officers this 15th day of February, 2007.

ashington Mutual Bank Mortgage Electronic Registration Systems Inc as a nominee for Y

Sealed and Delivered in the presence of us;

ice President Asst. Secretary nderson

State of Minnesota:

SS.

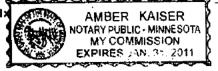
County of Dakota

On this 15th day of February, 2007, before me, the subscriber, personally appeared

Liquenda Allotey\_\_, who acknowledged him/herself to be the Vice President of Mortgage Electronic Registration Systems Inc as a nominee for Washington Mutual Bank, and that he/she, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stamp/Seal



The precise address of the within named Assignee is:

11200 West Parkland Ave Milwaukee WY 53224

or Assignee)

After recording return to:

Phelan, Hallinan and Schmieg LLP

One Penn Center

1617 J.F.K. Blvd., Ste.1400

Philadelphia, PA 19103-1814

2/14/07-JHC Document Request 8423875999

RY IDENTIFICATION NUMBER CERTIFIED PROPER

TRANSFER iled 03/14/24 cuthtered 03/14/24 09:20:03

Desc

Page 31 of 55 Exhibit

REC Book 3007 Page 99607

DC120

Land Services of PA 400 Fellowship Road, Suite 250 Mt. Laurel, NJ 08054 (856) 793-3200 Fax (856) 793-3201

### RECORD OWNER AND LIEN CERTIFICATE

Issue Date:

01/23/2007

Effective Date: OJS/PRO 01/10/2007

RD 01/17/2007

Servicer:

WASHINGTON MUTUAL BANK

Client Number: 148229

Premises:

2635 Blytheburn Road, Mountaintop, PA 18707

Rice Township Luzerne County Pennsylvania

Based upon the examination of evidence in the appropriate public records, Company certifies that the premises endorsed hereon are subject to the liens, encumbrances and exceptions to title hereinafter set forth. This Certificate does not constitute title insurance; liability hereunder is assumed by the Company solely in its capacity as an abstractor for its negligence, mistakes or omissions in a sum not to exceed Two Thousand Dollars.

### DESCRIPTION

ALL that certain piece or parcel of land situated in the Township of Rice, County of Luzerne, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner in the westerly line of Lake Road, said corner being the northeast corner of lands now or late of Joseph E. Gibbon, et ux;

THENCE along the northerly line of lands now or late of Joseph E. Gibbon, et ux, and through lands now or late of Frank J. Bavitz, et ux, South 75 degrees 10 minutes West, four hundred (400) feet to a corner in the easterly line of a proposed Street known as Myrtle Road;

THENCE along said last mentioned line, North 14 degrees 50 minutes West, one hundred fifty (150) feet to a corner in the southerly line of a proposed fifty (50) foot Street;

THENCE along the southerly line of aforesaid fifty (50) foot Street, North 75 degrees 19 minutes East, four hundred (400) feet to a certain in the aforementioned westerly line of Lake Road;

THENCE along the westerly line of Lake Road, South 14 degrees 50 minutes East, one hundred fifty (150) feet to the place of Beginning.

REC Book 3007 Page 99608

### ATTACHED TO AND FORMING A PART OF RECORD OWNER AND LIEN CERTIFICATE

Servicer: WASHINGTON MUTUAL BANK

CONTAINING 1.38 acres, more or less. M852 B1 L5C Rice Twp.

BEING the same premises conveyed in David Sattof and Sandra D. Norton, dated October 24, 1998 and recorded November 19, 1998 in Luzerne County Deed Book 2660, page 312.

PARCEL IDENTIFICATION NO:

PLATE #:

RECORDER OF DEEDS LUZERNE COUNTY PENNSYLVANIA

INSTRUMENT NUMBER

5759907

RECORDED ON

Apr 18, 2007

1:05:52 PM

BOOK : REC/3007

PAGE: 99607

Total Pases: 3

PA HRIT TAX \$0.50

JCS/ACCESS TO \$10.00

JUSTICE

LUZERNE COUNTY \$13.00

RECORDING FEE

LUZERNE COUNTY \$2.00

ARCHIVES FEE

LUZERNE RECORDER'S \$3.00

ARCHIVES FEE

TOTAL PAID \$28.50

here docu

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of Luzerne County, Pennsylvania.

MARY K. DYSLESKI RECORDER OF DEEDS

REC Book 3007 Page 99609

Prepared By / Return To: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

MUNICIPALITY PICE TUP

PIN MAP M852 BLOCK 1 107 50

TRANSFER DIVISION DIVISION WARRING CLERK

### ASSIGNMENT OF MORTGAGE

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA, 71203, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Mortgage dated 01/04/2002, in the amount of \$140,000.00 made by DAVID SATTOF AND SANDRA D. SATTOF to ABN AMRO MORTGAGE GROUP, INC. recorded on 01/11/2002, in the Office of the Recorder of Deeds of LUZERNE County, Pennsylvania, in Book 3002, Page 9175 (or Document # n/a)

Property more commonly known as: 2635 BLYTHEBURN ROAD RD TWP. OF RICE, MOUNTAIN TOP, PA 18707

This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

This Assignment is intended to further memorialize the transfer that occured by operation of law on September 25, 2008 as authorized by Section 11(d)(2)(G)(i)(II) of the Federal Deposit Insurance Act, 12 U.S.C. S1821 (d)(2)(G)(i)(II)



I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of Luzerne County, Pennsylvania.

JOAN HOGGARTH CLERK OF RECORDS

RECORDER OF DEEDS
LUZENNE COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
6033275
RECORDED ON
NOV 13, 2012
9:31:05 AM
BOOK:REC/3012
PAGE:201362

JCS/ACCESS TD \$23.
JUSTICE
JUSTICE
LUZENNE CDUNTY \$18.
RECORDING FEE
LUZENNE CDUNTY \$2.
RECHIVES FEE
LUZENNE RECORDER'S \$3.
ARCHIVES FEE
TOTAL PAID \$47.

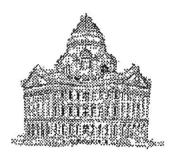
C Book 3012 Page 201362

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IN WITNESS WHEREOF, this Assignment is executed on
By: Natura Phie VICE PRESIDENT
STATE OF LOUISIANA PARISH OF OUACHITA  On /25 /2012 (MM/DD/YYYY), before me appeared  to me personally known, who did say that he/she/they is/are the VICE PRESIDENT of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION as Attorney-in-Fact for FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).  Notary Public - State of LOUISIANA Commission expires: Upon My Death
Assignment of Mortgage from: FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA, 71203, (ASSIGNOR), to:
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE)
Mortgagor: DAVID SATTOF AND SANDRA D. SATTOF
When Recorded Return To: JPMorgan Chase Bank, NA C/O NTC 2100 Alt. 19 North Palm Harbor, FL 34683
All that certain lot or piece of ground situated in Mortgage Premise: 2635 BLYTHEBURN ROAD RD TWP. OF RICE MOUNTAIN TOP, PA 18707 LUZERNE
(Borough or Township, if stated), Commonwealth of Pennsylvania.  Being more particularly described in said Mortgage.
I, Alabaha file, do certify that the precise address of the within named assignee is:
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE)
ML )
By: VICE PRESIDENT

MC 5012 Page 2013/12

## JOAN HOGGARTH LUZERNE COUNTY CLERK OF RECORDS DIVISION OF JUDICIAL SERVICES AND RECORDS



Recorder of Deeds Division Luzerne County Courthouse 200 N. River Street Wilkes-Barre, PA 18711 (570) 825-1641

> \*RETURN DOCUMENT TO: NATIONWIDE TITLE CLEARING INC. 2100 ALT 19 NORTH PALM HARBOR, FL 34683

Instrument Number - 201834620 Recorded On 6/29/2018 At 11:58:44 AM

\* Instrument Type - ASSIGNMENT OF MORTGAGE

User ID: KSC

\*Total Pages - 3

- \* Mortgagor JPMORGAN CHASE BANK SATTOF, DAVID
- \* Mortgagee SHELLPOINT MORTGAGE SERVICING
- \* Customer SIMPLIFILE LC E-RECORDING

* FEES	
PA WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$40.25
COUNTY RECORDING FEE	\$18.00
COUNTY ARCHIVES FEE	\$2.00
RECORDER'S ARCHIVES FEE	\$3.00
PIN CERTIFICATIONS	\$20.00
TOTAL PAID	\$83.75

I hereby CERTIFY that this document is Recorded in the Recorder of Deeds Office of Luzerne County, Pennsylvania



Joan Hoggarth Clerk of Records Recorder of Deeds Division

PARCEL IDENTIFICATION NUMBER

Total Property Identification Numbers: 1

## THIS IS A CERTIFICATION PAGE

# Do Not Detach

## THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 201834620



CERTIFIED PROPERTY IDENTIFICATION NUMBERS RICE TOWNSHIP -1 -5C CERTIFIED 06/28/2018 BY AWA

#### Prepared By:

JPMorgan Chase Bank, N.A., 780 Kansas Lane, Suite A, Monroe, LA, 71203, 800-401-6587

When Recorded Return To: JPMorgan Chase Bank C/O Nationwide Title Clearing, Inc. 2100 Alt. 19 North Palm Harbor, FL 34683

#### ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to NEW PENN FINANCIAL, LLC D/B/A SHELLPOINT MORTGAGE SERVICING, WHOSE ADDRESS IS 55 BEATTIE PLACE, MS #100, GREENVILLE, SC 29601, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Mortgage is dated 01/04/2002, in the amount of \$140,000.00, made by DAVID SATTOF AND SANDRA D SATTOF to ABN AMRO MORTGAGE GROUP, INC., recorded on 01/11/2002, in the Office of the Recorder of Deeds of <u>LUZERNE</u> County, <u>Pennsylvania</u>, in <u>Book REC/3002 and Page 9175</u>.

Property is commonly known as: 2635 BLYTHEBURN ROAD RD RICE TOWNSHIP, MOUNTAIN TOP, PA

Dated on 06 / 22 / 2018 (MM/DD/YYYY)

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Vice President

PAGE I

STATE OF LOUISIANA PARISH OF OUACHITA  (MM/DD/YYYY), before me appeared
Sandy I. Carter to me personally known, who did say that he/she/they is/are the
of IPMORGAN CHASE BANK, NATIONAL ASSOCIATION
and that the instrument was signed on hehalf of the composition (or association), by authority from its board of
directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or
association).
KATRINA MARIE JOHNSON, NOTARY PUBLIC
The state of the second field of the second fi
Notary Public - State of LOUISIANA  NOTARY ID # 68375
Commission expires: Upon My Death
Assignment of Mortgage from:  JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC
8000, MONROE, LA 71203, (ASSIGNOR),
10: NEW PENN FINANCIAL, LLC D/B/A SHELLPOINT MORTGAGE SERVICING, WHOSE ADDRESS IS NEW PENN FINANCIAL, LLC D/B/A SHELLPOINT MORTGAGE SERVICING, WHOSE ADDRESS IS NEW PENN FINANCIAL, LLC D/B/A SHELLPOINT MORTGAGE SERVICING, WHOSE ADDRESS IS
NEW PENN FINANCIAL, LLC DIBY A STRELLPOINT MONTAGE SUCCESSORS AND ASSIGNS, 55 BEATTIE PLACE, MS #100, GREENVILLE, SC 29601, ITS SUCCESSORS AND ASSIGNS,
(ASSIGNEE)
Mortgagor: DAVID SATTOF AND SANDRA D SATTOF
All that certain lot or piece of ground Situated in
Mortgage Premise: 2635 BLYTHEBURN ROAD RD RICE TOWNSHIP
MOTINTAIN TOP PA 18/0/
(Borough or Township, if stated), Commonwealth of Pennsylvania.
Reing more particularly described in Said Wortgage.
I,, hereby certify that the below information and address for the
55 BEATTIE PLACE, MS #100, GREENVILLE, SC 25001, 113 SOCCESSONS AND INSTANCE.
(ASSIGNEE)
R
Sandy Harler Maridan
By: Sandy Carter Vice President
PAGE 2

### *JOAN HOGGARTH* LUZERNE COUNTY CLERK OF RECORDS DIVISION OF JUDICIAL SERVICES AND RECORDS



Recorder of Deeds Division **Luzerne County Courthouse** 200 N. River Street Wilkes-Barre, PA 18711 (570) 825-1641

> \*RETURN DOCUMENT TO: FIRST AMERICAN MORTGAGE SOLUTIONS -

#### Instrument Number - 201914025

Recorded On 3/12/2019 At 3:54:20 PM

\* Instrument Type - ASSIGNMENT OF MORTGAGE

User ID: LY

\*Total Pages - 3

- \* Mortgagor SHELLPOINT MORTGAGE SERVICING SATTOF, DAVID
- \* Mortgagee FEDERAL HOME LOAN MORTGAGE CORPORATION
- \* Customer FIRST AMERICAN MORTGAGE SOLUTIONS CFS

#### \*FEES

PA WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$40.25
COUNTY RECORDING FEE	\$18.00
COUNTY ARCHIVES FEE	\$2.00
RECORDER'S ARCHIVES FEE	\$3.00
PIN CERTIFICATIONS	\$20.00
TOTAL PAID	\$83.75

I hereby CERTIFY that this document is Recorded in the Recorder of Deeds Office of Luzerne County, Pennsylvania



Clerk of Records Recorder of Deeds Division

PARCEL IDENTIFICATION NUMBER

Total Property Identification Numbers: 1

## THIS IS A CERTIFICATION PAGE

# Do Not Detach

#### THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

BOOK: 3019 PAGE: 41635 INSTRUMENT NUMBER - 201914025

Case 5:23-bk-00774-MJC Doc 35-2 Filed 03/14/24 Entered 03/14/24 09:20:03

Exhibit Page 39 of 55

CERTIFIED PROPERTY IDENTIFICATION NUMBERS

- RICE TOWNSHIP

CERTIFIED 03/12/2019 BY RA

PENNSYLVANIA COUNTY OF LUZERNE

WHEN RECORDED MAIL TO:

FIRST AMERICAN MORTGAGE SOLUTIONS, 1795 INTERNATIONAL WAY, IDAHO FALLS, ID 83402, Ph. 208-528-9895

#### ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt whereof is hereby acknowledged, NEWREZ LLC F/K/A NEW PENN FINANCIAL, LLC D/B/A SHELLPOINT MORTGAGE SERVICING located at 55 BEATTIE PLACE, SUITE 110, MS#01, GREENVILLE, SC 29601, Assignor, does hereby grant, bargain, assign, transfer, convey, and set over unto FEDERAL HOME LOAN MORTGAGE CORPORATION located at C/O NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING 55 BEATTIE PLACE, SUITE 110, MS#001, GREENVILLE, SC 29601, Assignee, its successors and assigns, that certain Mortgage dated JANUARY 04, 2002 executed by DAVID SATTOF AND SANDRA D. SATTOF, HUSBAND AND WIFE. Mortgagor, to ABN AMRO MORTGAGE GROUP, INC., Original Mortgagee, in the amount of \$140,000.00 and recorded on JANUARY 11, 2002 in the Office of the Register, Recorder, or County Clerk of LUZERNE County, State of PENNSYLVANIA, in Book REC/3002 at Page 9175 as Document No. 5414867, more particularly described and commonly known as:

AS DESCRIBED IN SAID MORTGAGE

Property Address: 2635 BLYTHEBURN ROAD, MOUNTAIN TOP, PA 18707 TOWNSHIP OF RICE

TOGETHER WITH all rights, title, and interest in and to the premises, accrued or to accrue under said Mortgage. TO HAVE AND HOLD the same unto Assignee, its successors and assigns, to Assignees proper use and benefit.

IN WITNESS WHEREOF, the undersigned has caused this Instrument to be executed on 3-08-19

NEWREZ LLĆ F/K/A NEW PENN FINANCIAL, LLC D/B/A SHELLPOINT MORTGAGE SERVICING

STEPHANIE N. WESSEL, SUPERVISOR

STATE OF SOUTH CAROLINA	COUNTY OF GREENVILLE	) ss.
On <u>3- 8- 19</u> , before me	, TAMIAH B KERNS, personally ap	peared STEPHANIE N. WESSEL
known to me to be the SUPERVISOI		
SHELLPOINT MORTGAGE SERV		
executed the instrument on behalf of sai		
como A	•	•
Jamie By W_		

TAMIAH B KERNS (COMMISSION EXP. 4/21/2020)

NOTARY PUBLIC

Page 1 of 24,000 CAROLLING MERS PHONE: 1-888-679-6377

I do hereby certify that the precise address of the Assignee Residence is:

FEDERAL HOME LOAN MORTGAGE CORPORATION, C/O NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING 55 BEATTIE PLACE, SUITE 110, MS#001, GREENVILLE, SC 29601

STEPHANIE N. WESSEL, SUPERVISOR

## **EXHIBIT "E"**

#### LOCAL BANKRUPTCY FORM 3015-1

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN F	RE:	CHAPTER 13		
	tof, Sandra tof, David	CASE NO. 5:23-bk-0	0774- <b>M</b> JC	
		ORIGINAL PL		nd, 3rd, etc.)
			otions to Avoid Lie otions to Value Co	
	CHAPTER	R 13 PLAN		
	NOT	ICES		
an i	otors must check one box on each line to state whether tem is checked as "Not Included" or if both boxes are confective if set out later in the plan.	-		_
1	The plan contains nonstandard provisions, set out in § 9, we the standard plan as approved by the U.S. Bankruptcy Coulof Pennsylvania.		Included	Not Included
2	The plan contains a limit on the amount of a secured claim may result in a partial payment or no payment at all to the		Included	Not Included
3	The plan avoids a judicial lien or nonpossessory, nonpurch interest, set out in § 2.G.	asemoney security	Included	Not Included
	YOUR RIGHTS WI	LL BE AFFECTED		
This	AD THIS PLAN CAREFULLY. If you oppose any provises plan may be confirmed and become binding on you rection is filed before the deadline stated on the Notice	without further notice or	r hearing unless a	written v
1.	PLAN FUNDING AND LENGTH OF PLAN.			
	A. Plan Payments From Future Income			
	<ol> <li>To date, the Debtor paid \$ 0.00         Trustee to date). Debtor shall pay to the payments. If applicable, in addition to mo payments through the Trustee as set fort other payments and property stated in §     </li> </ol>	onthly plan payments, D th below. The total base	ng term of the pla Debtor shall make	n the following conduit

Start mm/yyyy	End mm/yyyy	Plan Payment	Estimated Conduit Payment	Total Monthly Payment	Total Payment Over Plan Tier
05/2023	04/2028	\$560.00	\$0.00	\$560.00	\$33,600.00
				Total Payments:	\$33,600.00

- 2. If the plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that a different payment is due, the Trustee shall notify the Debtor and any attorney for the Debtor, in writing, to adjust the conduit payments and the plan funding. Debtor must pay all post-petition mortgage payments that come due before the initiation of conduit mortgage payments.
- 3. Debtor shall ensure that any wage attachments are adjusted when necessary to conform to the terms of the plan.
- 4. CHECK ONE: ( ) Debtor is at or under median income. If this line is checked, the rest of § 1.A.4 need not be completed or reproduced.

(  $\checkmark$  ) Debtor is over median income. Debtor estimates that a minimum of \$ \_\_\_\_\_ must be paid to allowed unsecured creditors in order to comply with the Means Test.

#### B. Additional Plan Funding From Liquidation of Assets/Other

1.	The Debtor estimates that the liquidation value of this estate is \$	0.00	
	(Liquidation value is calculated as the value of all nonexempt ass		
	valid liens and encumbrances and before the deduction of Truste	e fees and priorit	У
	claims.)		

Check one of the following two lines.

011001	. 0//0 0	The following two lines.	
<b>✓</b>	_ No as	ssets will be liquidated. If this line is ch	ecked, skip § 1.B.2 and complete § 1.B.3 if applicable
	_ Certa	ain assets will be liquidated as follows:	
	2.		n payments, Debtor shall dedicate to the plan \$from the sale of property known
			All sales shall be completed by, 20 y the date specified, then the disposition of the

3. Other payments from any source(s) (describe specifically) shall be paid to the Trustee as

#### 2. SECURED CLAIMS.

A. Pre-Confirmation Distributions. Check one.

follows: \_

\$26,526.58

- ✓ None. If "None" is checked, the rest of § 2.A need not be completed or reproduced. B. Mortgages (Including Claims Secured by Debtor's Principal Residence) and Other Direct Payments by Debtor. Check one. ✓ None. If "None" is checked, the rest of § 2.B need not be completed or reproduced. C. Arrears (Including, but not limited to, claims secured by Debtor's principal residence). Check one. None. If "None" is checked, the rest of § 2.C need not be completed or reproduced. ☑ The Trustee shall distribute to each creditor set forth below the amount of arrearages in the allowed claim. If post-petition arrears are not itemized in an allowed claim, they shall be paid in the amount stated below. Unless otherwise ordered, if relief from the automatic stay is granted as to any collateral listed in this section, all payments to the creditor as to that collateral shall cease, and the claim will no longer be provided for under § 1322(b)(5) of the Bankruptcy Code: **Estimated Estimated** Estimated Description of Pre-petition Postpetition Name of Creditor Total to be Collateral Arrears to Arrears to paid in plan be Cured be Cured
- D. Other secured claims (conduit payments and claims for which a § 506 valuation is not applicable, etc.)

\$26,526.58

✓ None. If "None" is checked, the rest of § 2.D need not be completed or reproduced.

2635 Blytheburn Rd Mountain

E. Secured claims for which a § 506 valuation is applicable. Check one.

Top, PA 18707-9148

- None. If "None" is checked, the rest of § 2.E need not be completed or reproduced.
- F. Surrender of Collateral. Check one.
- ✓ None. If "None" is checked, the rest of § 2.F need not be completed or reproduced.
- G. Lien Avoidance. Do not use for mortgages or for statutory liens, such as tax liens. Check one.
- None. If "None" is checked, the rest of § 2.G need not be completed or reproduced.
- 3. PRIORITY CLAIMS.

Shellpoint Mortgage Servicing

A. Administrative Claims

		Trustee's Fees. Percentage fees payable to States Trustee.	the Trustee will be paid at the rate fixed by the United		
		2. Attorney's fees. Complete only one of the fo	ollowing options:		
			2.00 already paid by the Debtor, the amount of resents the unpaid balance of the presumptively i-2(c); or		
	b. \$ per hour, with the hourly rate to be adjusted in accordance with the terms of the written fee agreement between the Debtor and the attorney. Payment of such lodestar compensation shall require a separate fee application with the compensation approved by the Court pursuant to L.B.R. 2016-2(b).				
		Other. Other administrative claims not incluful following two lines.	ded in §§ 3.A.1 or 3.A.2 above. Check one of the		
		None. If "None" is checked, the rest of §	3.A.3 need not be completed or reproduced.		
		☑ The following administrative claims will	be paid in full.		
		Name of Creditor	Estimated Total Payment		
С	bik La	aw, P.C.	\$3,500.00		
С		aw, P.C.  Priority Claims (including, certain Domestic S	<u> </u>		
С		Priority Claims (including, certain Domestic S	<u> </u>		
С		Priority Claims (including, certain Domestic S	Support Obligations		
С	В.	Priority Claims (including, certain Domestic S  Allowed unsecured claims entitled to priority und  Name of Creditor  Domestic Support Obligations assigned to or  §507(a)(1)(B). Check one of the following two line	er § 1322(a) will be paid in full unless modified under §9.  Estimated Total Payment  owed to a governmental unit under 11 U.S.C.		
	в.	Priority Claims (including, certain Domestic State Allowed unsecured claims entitled to priority und  Name of Creditor  Domestic Support Obligations assigned to or §507(a)(1)(B). Check one of the following two line  None. If "None" is checked, the rest of § 3.C	er § 1322(a) will be paid in full unless modified under §9.  Estimated Total Payment  owed to a governmental unit under 11 U.S.C.		
	в.	Priority Claims (including, certain Domestic S  Allowed unsecured claims entitled to priority und  Name of Creditor  Domestic Support Obligations assigned to or  §507(a)(1)(B). Check one of the following two line	er § 1322(a) will be paid in full unless modified under §9.  Estimated Total Payment  owed to a governmental unit under 11 U.S.C.		
	B.	Priority Claims (including, certain Domestic S  Allowed unsecured claims entitled to priority und  Name of Creditor  Domestic Support Obligations assigned to or \$507(a)(1)(B). Check one of the following two lin  None. If "None" is checked, the rest of § 3.C	er § 1322(a) will be paid in full unless modified under §9.  Estimated Total Payment  owed to a governmental unit under 11 U.S.C.		
	B.	Priority Claims (including, certain Domestic S  Allowed unsecured claims entitled to priority und  Name of Creditor  Domestic Support Obligations assigned to or §507(a)(1)(B). Check one of the following two lin  None. If "None" is checked, the rest of § 3.C  ISECURED CLAIMS  Claims of Unsecured Nonpriority Creditors Si	er § 1322(a) will be paid in full unless modified under §9.  Estimated Total Payment  owed to a governmental unit under 11 U.S.C. es.  need not be completed or reproduced.  Decially Classified. Check one of the following two		

5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES. Check one of the following two lines.

	Mone. If "None" is checked, the rest of § 5 need not be completed or reproduced.
6.	VESTING OF PROPERTY OF THE ESTATE.
	Property of the estate will vest in the Debtor upon
	Check the applicable line:
	plan confirmation.
	entry of discharge.
	closing of case.
7.	DISCHARGE: (Check one)
	✓ The debtor will seek a discharge pursuant to § 1328(a).
	The debtor is not eligible for a discharge because the debtor has previously received a discharge described in § 1328(f).
8.	ORDER OF DISTRIBUTION:
	pre-petition creditor files a secured, priority or specially classified claim after the bar date, the Trustee will treat e claim as allowed, subject to objection by the Debtor.
	yments from the plan will be made by the Trustee in the following order: vel 1:
Le	vel 2:
Le	vel 3:
Le	vel 4:
Le	vel 5:
Le	vel 6:
Le	vel 7:
Le	vel 8:
fille	the above Levels are filled in, the rest of § 8 need not be completed or reproduced. If the above Levels are not ed-in, then the order of distribution of plan payments will be determined by the Trustee using the following as a ide:
Le Le Le Le Le	vel 1: Adequate protection payments. vel 2: Debtor's attorney's fees. vel 3: Domestic Support Obligations. vel 4: Priority claims, pro rata. vel 5: Secured claims, pro rata. vel 6: Specially classified unsecured claims. vel 7: Timely filed general unsecured claims. vel 8: Untimely filed general unsecured claims to which the Debtor has not objected.

9. NONSTANDARD PLAN PROVISIONS

Include the additional provisions below or on an attachment. Any nonstandard provision placed elsewhere in the plan is void. (NOTE: The plan and any attachment must be filed as one document, not as a plan and exhibit.)

Dated: _	06/28/2023	/s/ Michael A. Cibik
_	_	Attorney for Debtor
		Debtor
		Joint Debtor

By filing this document, the debtor, if not represented by an attorney, or the Attorney for Debtor also certifies that this plan contains no nonstandard provisions other than those set out in § 9.

## **EXHIBIT "F"**

6/1/2023   5/1/2023   51,200.00   51,108.37   \$   91.63   \$   15     7/1/2023   6/16/2023   51,1500.00   51,108.37   \$   91.63   \$   31     8/1/2023   7/25/2023   51,200.00   51,108.37   \$   91.63   \$   33     9/1/203   3/21/2023   51,200.00   51,108.37   \$   91.63   \$   44     10/1/2023   9/20/2023   51,200.00   51,108.37   \$   91.63   \$   5     11/1/2023   9/20/2023   51,200.00   51,108.37   \$   91.63   \$   66     11/1/2023   9/20/2023   51,200.00   51,108.37   \$   91.63   \$   66     11/1/2024   51,108.37   \$   91.63   \$   66     11/1/2024   51,108.37   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (1,108.37)   \$   (1,108.37)   \$   (2,6)     11/1/2024   51,108.37   \$   (1,108.37)   \$   (1,108.37)   \$   (1,108.37)   \$   (1,108.37)   \$   (1,108.37)   \$   (1,108.37)   \$   (1,108.37)   \$   (1,108.37)   \$   (1,108.37)   \$   (1,108.37)   \$   (1,108.37)   \$	
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6/1/2023   5/12/	
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S/1/2023   7/25/2023   \$1,200.00   \$1,108.37   \$ 91.63   \$ 34     9/1/2023   \$2/1/2023   \$1,200.00   \$1,108.37   \$ 91.63   \$ 40     10/1/2023   9/20/2023   \$1,300.00   \$1,108.37   \$ 91.63   \$ 55     11/1/2023   10/24/2023   \$1,200.00   \$1,108.37   \$ 91.63   \$ 65     11/1/2024   \$1,108.37   \$ (1,108.37)   \$ (1,108.37)   \$ (1,108.37)   \$ (1,108.37)   \$ (1,108.37)   \$ (1,108.37)   \$ (1,108.37)   \$ (1,108.37)   \$ (1,108.37)   \$ (1,108.37)   \$ (1,108.37)   \$ (1,108.37)   \$ (1,108.37)   \$ (1,108.37)   \$ (1,108.37)   \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2,60)   \$ \$ \$ - \$ \$ (2,60)   \$ \$ \$ - \$ \$ (2,60)   \$ \$ - \$ \$ (2	3.26
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12/1/2023	9.78
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ATTOF
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3-00774
16/2018
1/2023
91.41

Due Date	Due Amount	Credit	# Months	Total Due
12/1/2023	\$1,108.37		1	\$ 1,108.37
1/1/2024	\$1,108.37		1	\$ 1,108.37
2/1/2024	\$1,108.37		1	\$ 1,108.37
				\$ -
Subtotal				\$ 3,325.11
Less Unapplied				\$ 691.41
Total to bring current			\$ 2,633.70	

3,325.11 (2,633.70) 691.41 unapplied

Payment Address:
Shellpoint Mortgage Servicing P.O. Box 650840 Dallas, TX 75265-0840

# Overnight Payment Address: Shellpoint Mortgage Servicing

Attn Payment Processing
75 Beattie Place Ste LL202 Greenville, SC 29601



MONDAY - FRIDAY: 8AM - 9PM ET SATURDAY: 10AM - 2PM ET

PHONE NUMBER: (800) 365-7107 (866) 467-1187 FAX NUMBER:

February 13, 2024

SATTOF, DAVID 2635 BLYTHEBURN RD

MOUNTAINTOP, PA 18707

Payoff figures have been requested on the loan for the borrower and property described below.

**DAVID SATTOF** SANDRA SATTOF 2635 BLYTHEBURN RD MOUNTAIN TOP, PA 18707 Loan Type: Conventional

When remitting funds, please use our loan number to ensure proper posting and provide us with the borrower's forwarding address. Funds received in this office after 3:00 pm Eastern Time will be processed on the next business day, with interest charged to that date.

This payoff quote is effective 3/1/2024 and is good through 3/1/2024. Any transactions that occur on or after the effective date may change the payoff amount.

3/1/2024
\$142,436.17
\$10,430.43
\$7,159.30
\$0.00
\$0.00
\$8,296.92
(\$687.43)

Total Payoff	\$167,635.39
Per diem	\$18.05

The next payment due date is 9/1/2022. Payments are made by Billing on a Monthly basis. The interest rate for this payment is 4.62500% and the P & I payment is 696.61. The taxes are next due 4/13/2024.

PLEASE CALL THE NUMBER LISTED ON THIS FORM TO UPDATE FIGURES PRIOR TO REMITTING FUNDS AS THEY ARE SUBJECT TO CHANGE WITHOUT NOTICE.

**Mailing Address** Shellpoint Mortgage Servicing 75 Beattie Place Suite LL202 Greenville, SC 29601

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PO1.rpt - Internal 2/13/2024



MONDAY - FRIDAY: 8AM - 9PM ET SATURDAY: 10AM - 2PM ET

PHONE NUMBER: (800) 365-7107 FAX NUMBER: (866) 467-1187

#### Payoff Policy Details:

- When remitting funds, please use our loan number to ensure proper posting and provide us with the borrower's forwarding address.
- We only accept funds on business days, which are Monday through Friday. Any funds received will be posted with the date received.
- Continue making your monthly payments until you send us the amount needed to pay off your mortgage to avoid late charges or adverse credit reporting.
  - a. If you currently have your monthly payment set up on automatic withdrawal (ACH), or have any pending payments set up, drafting will continue until the loan is paid in full, at which time future drafts will automatically be cancelled.
- 4. If you are due for a refund, that refund will be issued by check on day 20 after the date the loan is paid in full .
  - a. Any refunds will be sent to the mailing address we have on record for this account . If your mailing address is changing, you must contact us to provide a new address .
- 5. The payoff total quoted above is valid through the stated good through date. Any transactions that occur on or after the issue date of this payoff statement may change the total payoff amount.
- 6. The payoff amount is subject to our final verification once we receive the payoff funds. We reserve the right, except where prohibited, to correct any portion of this statement at any time.
- 7. If the amount we receive is insufficient to pay off this loan, we may use funds in the escrow balance to cover the short payoff.
  - a. If the escrow balance is insufficient to pay off the total amount owed, we will attempt to contact you or the issuing agent. If we are unable reach you or the issuing agent, we will return the payoff funds and you will need to request a new quote.
- 8. We will pay all escrowed items, including hazard and flood insurance and taxes, from your escrow account as normally scheduled up to the date we receive the payoff funds.
  - a. You or your closing agent (if applicable) will need to request a refund from the appropriate tax authority or insurance company for any duplicate tax or insurance payments .
  - b. Any existing lender-placed property insurance premium will be cancelled upon account payoff, and any related unearned premiums will be refunded .
- 9. Once the loan is paid in full, the appropriate security instrument will be released as follows:
  - a. Real Property: a Release is recorded with your county and a copy will be sent to you once returned from the county, usually within 30-90 days, dependent upon state/county processing times.
  - b. Personal Property: a Tile Lien Cancellation or UCC3 Termination will be sent to the mailing address we have on record for this account within 30-90 days.

#### IMPORTANT: Update Your Mailing Address for Tax Documentation

"To ensure timely delivery of your tax documents related to your mortgage, please verify, and update your mailing address in your online account. To do so, sign into your account at myaccount. Shellpointmtg.com and go to your dashboard. Then, click on the "down" arrow beside your profile icon and select My Profile. Here you can update your address and phone number. We encourage you to update your personal information whenever anything changes."

PO1.rpt - Internal

Case 5:23-bk-00774-MJC Doc 35-2 Filed 03

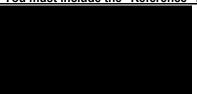


MONDAY - FRIDAY: 8AM - 9PM ET SATURDAY: 10AM - 2PM ET

PHONE NUMBER: (800) 365-7107 FAX NUMBER: (866) 467-1187

Wiring Instructions - \* You must include the "Reference" information listed below if wiring funds \*

Bank Name: ABA Number: Account Number: Account Name: Reference:



"BEWARE OF SCAMS - WE WILL NEVER ASK YOU TO USE DIFFERENT WIRING INSTRUCTIONS - IF YOU RECEIVE ANY REQUEST TO USE INSTRUCTIONS DIFFERENT THAN THESE PLEASE CALL THE TELEPHONE NUMBER LISTED AT THE TOP THIS FORM TO CONFIRM NEXT STEPS ."

DAVID SATTOF -

#### FEE DETAILS

<b>Description</b>	<b>Amount</b>
Attorney Cost	\$875.00
Certified Mail Cost	\$10.20
Postponement Fee	\$400.00
BKPP- Title Cost	\$350.00
BKPP- Property Inspection	\$165.00
BKPP- Attorney Cost	\$775.00
BKPP- Certified Mail Cost	\$5.10
BKPP- FC Costs	\$2,013.00
BKPP- Filing Cost	\$66.00
BKPP- Sheriff Cost	\$2,500.00
	\$7,159.30

#### **FUNDS OWED BY BORROWER DETAILS**

<u>Description</u>	<u>Amount</u>
Escrow Only Payment	\$8,226.93
Mortgage Insurance	\$69.99
	\$8,296.92

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# **EXHIBIT "G"**

Fill in this inform  Debtor 1	ation to identify your Sandra	case and this filing:	Sattof			
Deplor	First Name	Middle Name	Last Name			
Debtor 2 (Spouse, if filing)	David		Sattof			
	First Name	Middle Name	Last Name			
United States Ba	nkruptcy Court for the:	Middle	District of _	Pennsylvania		
Case number	5:23-bk-00774-MJ	С			.	Check if this is an amended filing

#### Official Form 106A/B

### Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In							
1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?							
	□ N	No. Go to Part 2.					
	<b>4</b>	Yes. Where is the property?					
	1.1 2635 Blytheburn Rd  Street address, if available, or other description		<ul><li>Condominium or cooperative</li><li>Manufactured or mobile home</li></ul>	Do not deduct secured claims or exemptions. Put the amount of any secured claims on <i>Schedule D: Creditors Who Have Claims Secured by Property.</i> Current value of the entire property?  Current value of the portion you own?			
		Mountain Top, PA 18707-9148	—— ☐ Land ☐ Investment property	\$173,610.00	\$173,610.00		
		City State ZIP C	ode	Describe the nature of your ownership interest  (such as fee simple, tenancy by the entireties, or a life estate), if known.			
	County		☐ Debtor 1 only	Tenants by the Entirety			
			<ul> <li>□ Debtor 2 only</li> <li>☑ Debtor 1 and Debtor 2 only</li> <li>□ At least one of the debtors and another</li> </ul>	☐ Check if this is community property (see instructions)			
			Other information you wish to add about this ite property identification number:	•			
2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here							
Part 2: Describe Your Vehicles							
Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on Schedule G: Executory Contracts and Unexpired Leases.							
3.	Ca	ars, vans, trucks, tractors, sport	utility vehicles, motorcycles				
		No					
	☑ Yes						